

CSD 1177 [05/20/10]

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**UNITED STATES BANKRUPTCY COURT**

SOUTHERN DISTRICT OF CALIFORNIA

325 West "F" Street, San Diego, California 92101-6991

In Re

Pepito A Saldivar and Mayorita C Saldivar

Debtor.

BANKRUPTCY NO. 09-16787

**APPLICATION FOR COMPENSATION AND CONFIRMATION OF
 CHAPTER 13 PLAN; AND ORDER THEREON**

IT IS ORDERED THAT the relief sought as set forth on the continuation pages attached and numbered two (2) through 3 with exhibits, if any, for a total of 3 pages, is granted.

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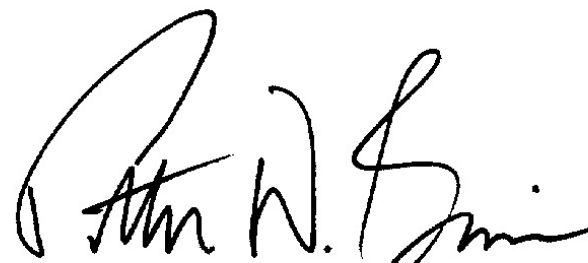
DATED: August 06, 2010

Signature by the attorney constitutes a certification under
 Fed. R. of Bankr. P. 9011 that the relief in the order is the
 relief granted by the court.

Submitted by:

Doan Law Firm, LLP
 (Firm name)

By:/s/ Michael S. Steiner
 Attorney for Debtor(s)


 Judge, United States Bankruptcy Court

APPLICATION FOR COMPENSATION AND CONFIRMATION OF CHAPTER 13 PLAN; AND ORDER THEREON
DEBTOR: Pepito A Saldivar and Mayorita C Saldivar CASE NO: 09-16787

I. APPLICATION FOR CONFIRMATION AND ALLOWANCE OF COMPENSATION:

The undersigned attorney for the above-referenced Debtor(s):

- A. Represents that the Section 341(a) meeting is concluded in this chapter 13 case and that the Debtor(s) Plan, as that term is defined in paragraph II(A) below, complies with Section 1322 and 1325(a) of the Bankruptcy Code.
- B. Represents that a Rights and Responsibility Statement was signed by the Debtor(s) and filed in this chapter 13 case on 10/30/2009 and that the fees set forth in paragraph I(C) do not exceed the applicable presumptive guideline fees as established by General Order 173 of this Court.
- C. Represents that the paid and unpaid attorneys' fees and costs in this case are as follows:

- 1. The agreed initial fee for attorney services: \$ 3,300.00;
- 2. Additional fees not part of initial fee: \$ 450.00;

(Specify referencing any relief from stay or adversary proceeding number as relevant):

Motion to Value Collateral of Washington Mutual Bank, FA, its successors, heirs, and/or assigns' Second Trust Deed

- 3. Total fees received to date: \$ 3,300.00;
- 4. Total unpaid balance of fees: \$ 450.00;

D. Requests that this Court:

- 1. Confirm the Debtor(s) Plan; and
- 2. Allow fees as set forth in paragraph I(C) above.

II. ORDER CONFIRMING DEBTOR(S) PLAN AND ALLOWING ATTORNEYS FEES

Upon considering the foregoing application, IT IS HEREBY ORDERED THAT:

- A. The debtor(s) plan dated 10/30/2009 and, if applicable, as amended by pre-confirmation modification(s) dated N/A ("Debtor(s) Plan") is confirmed.
- B. Attorneys' fees and costs are allowed as set forth in paragraph I(C) above, and any unpaid fees shall be paid as provided for in the Debtor(s) Plan.
- C. Nothing in this order or the Debtor(s) Plan shall be construed to have issue or claim preclusive effect on any debt nondischargeable under 11 U.S.C. 1328(a) unless a separate order of the court expressly so provides.

Approved as to form and content by Chapter 13 Trustee submission of this Order: /s/Thomas H. Billingslea

APPLICATION FOR COMPENSATION AND CONFIRMATION OF CHAPTER 13 PLAN; AND ORDER THEREON
DEBTOR: Pepito A Saldivar and Mayorita C Saldivar CASE NO: 09-16787

1.) Consistent with paragraph 19 of Plan and the Order entered on May 25, 2010 (Docket #38):

(a) the value of Debtor's residence located at 948 Jade Coast Ln, San Diego, CA 92126 and described as follows: Lt: 92 SD: Mira Mesa Ridgecrest Unit 1 Map 7400 RD: 08/14/1972, County of San Diego, CA (the "Property") is \$350,000.00; (b) the balance owing to the holder of the first trust deed against the Property is greater than \$350,000.00; (c) the Second Trust Deed of Wahsington Mutual Bank, FA, its successors, heirs, and/or assigns ("Creditor"), Recorded in the County of San Diego Recorder's Office as Doc# 2006-0077952, is wholly unsecured as a result; (d) as a result and pursuant to section 1322(b)(2) the Creditor's lien may be modified and stripped by this Plan; (e) under the Plan the Creditor will be treated and paid as an unsecured creditor; and (f) upon completion of the Plan and Debtor's discharge, the debt to Creditor secured by the Creditor's Second Trust Deed shall be deemed fully satisfied and Creditor shall take all steps necessary and appropriate to reconvey and release the Second Trust Deeds against the Property.

/s/Thomas H. Billingslea